

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
Baltimore Division

IN RE:

CHRISTOPHER RAY ROBINSON

Debtor

Case No. 24-18493

First-Citizens Bank & Trust Company, successor by
merger to CIT Bank, N.A.,
Movant,

vs.

Chapter 13

CHRISTOPHER RAY ROBINSON

Debtor

**MOTION FOR RELIEF FROM AUTOMATIC STAY ON REAL PROPERTY
LOCATED AT 1610 KINGS VIEW DR, BEL AIR, MARYLAND 21015**

COMES NOW, First-Citizens Bank & Trust Company, successor by merger to CIT Bank, N.A (hereinafter “Movant”), its assigns and/or its successors in interest, by and through counsel, moves for relief from the automatic stay of 11 U.S.C. § 362(a) pursuant to Fed. R. Bankr. P. Rules 4001, 9014, and Maryland Local Bankr. Rule 4001-1, and respectfully represents as follows:

1. Jurisdiction is based on 28 U.S.C. §§ 157 and 1334 of the United States Bankruptcy Code. The relief requested may be granted in accordance with the provisions of 11 U.S.C. §§ 105(a) and 362(d) and pursuant to Fed. Bank. Proc. Rules 9013 and 4001.

2. On or about October 9, 2024, CHRISTOPHER RAY ROBINSON (hereinafter “Debtor”) filed a voluntary petition in this Court under Chapter 13 of the United States Bankruptcy Code.

3. Rebecca A Herr is the duly appointed Chapter 13 Trustee of the Debtor’s bankruptcy estate.

4. At the time of initiation of the bankruptcy proceedings, the Debtor owned a parcel of real estate located in Harford County, Maryland, and improved by a residence known as 1610 Kings View Dr, Bel Air, Maryland 21015 (hereinafter the “Property”).

5. Movant is a secured creditor of the Debtor and the Movant’s interest is evidenced by a Note dated July 25, 2007, and executed by Christopher Robinson, in the original principal amount of \$205,000.00, with interest at the original note rate of 9.500%. A copy of the promissory note is attached hereto.

6. Said promissory note is secured by a certain Deed of Trust also dated July 25, 2007, and recorded in the land records of Harford County, Maryland, related to the subject Property. A copy of the deed of trust is attached hereto.

7. Movant now seeks relief from the automatic stay against the Debtor pursuant to 11 U.S.C. § 362(d) and Maryland Local Bankr. Rule 3070-1(a) for Debtor’s failure to maintain post-petition adequate protection payments to Movant as required by the aforementioned promissory note and deed of trust.

8. A statement of Debtor’s accrued post-petition payment arrears is as follows: (a) November 1, 2024 through November 1, 2024 in the amount of \$2,885.36 each, for a subtotal of \$2,885.36; December 1, 2024 through December 1, 2024 in the amount of \$2,823.75 each, for a subtotal of \$2,823.75; January 1, 2025 through January 1, 2025 in the amount of \$2,829.91 each, for a subtotal of \$2,829.91; (b) Movant has incurred attorney fees of \$1,350.00 and filing cost of \$199.00 associated with the present motion for a subtotal of \$1,549.00. Consequently, as of the filing date of the present motion, the total post-petition arrearage, inclusive of motion legal fees and costs, is \$10,008.02.

9. A copy of the post-petition payment history is attached hereto as an Exhibit.

10. A statement of Debtor's accrued pre-petition payment arrearage is as follows. The total pre-petition arrearage is \$206,719.12. A more detailed statement of pre-petition debt is contained in Claim No. 6 dated December 18, 2024.

11. A detailed statement of debt is itemized as follows:

Unpaid Principal Balance	\$149,938.86
Accrued Interest	\$51,122.63
Recoverable Balance	\$10,203.61
	<hr/>
Total:	\$211,265.10

This statement of debt is not equivalent to a verified payoff statement. If you wish to receive a verified payoff statement you must request one directly from the lender.

12. The amounts listed above may not include any post-petition fees and costs previously filed with the Court pursuant to Rule 3002.1. The Secured Creditor does not waive its right to collect these amounts.

13. Debtor's Schedule A/B lists the market value of the Property as \$827,000.00. Moreover, the Maryland State Department of Assessments and Taxation's real property report dated July 1, 2024 values the Property at \$634,133.00.

14. Movant lacks adequate protection of its interest in the Property and Movant continues to be irreparably injured by the stay of 11 U.S.C. § 362(a).

15. Cause exists for terminating the automatic stay imposed by 11 U.S.C. § 362(a) to enable Movant to avail itself of its rights and remedies under its promissory note, security instrument, and state law, including but not limited to the commencement of foreclosure proceedings against the Property.

16. In the event the automatic stay under 11 U.S.C. § 362(a) is terminated as to the subject Property, Movant may, at its discretion, discuss, offer and enter into any potential non-bankruptcy loss mitigation agreements, such as a forbearance agreement, a deed-in-lieu

agreement or a loan modification agreement, with the Debtor.

WHEREFORE, the Movant, its assigns and/or successors-in-interest prays that this Court:

1. Enter an order terminating the automatic stay imposed by 11 U.S.C. § 362(a) of the United States Bankruptcy Code to enable Movant to avail itself of its rights and remedies under the promissory note, deed of trust, and state law, including but not limited to the initiation of foreclosure proceedings against the property located at 1610 Kings View Dr, Bel Air, Maryland 21015 and to allow successful purchaser to obtain possession of same; and,
2. That the Trustee cease making any further distributions to the Movant; and,
3. Grant such other and further relief as may be just and necessary.

Respectfully Submitted,

/s/Andrew Spivack

Andrew Spivack, MD Fed. Dist. No. 21497

Ryan Srnik, MD Fed. Dist. No. 30811

M. Christine Maggard, MD Fed. Dist. No. 31067

Attorney for Creditor

BROCK & SCOTT, PLLC

3825 Forrestgate Drive

Winston Salem, NC 27103

Telephone: (844) 856-6646

Facsimile: (704) 369-0760

E-Mail: MDBKR@brockandscott.com

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of January, 2025, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the Motion For Relief will be served electronically by the Court's CM/ECF system on the following:

Rebecca A Herr, Chapter 13 Trustee, at ecf@ch13md.com

S. D. Raysor-Taylor, Debtor's Attorney, at raysorlawofc@aol.com

I hereby further certify that on the 17th day of January, 2025, a copy of the Motion For Relief was also mailed first class mail, postage prepaid to:

CHRISTOPHER RAY ROBINSON
1610 KINGS VIEW DRIVE
BEL AIR, MD 21015

PHH Mortgage Corporation
Attn: Bankruptcy Dept.
P.O. Box 24605
West Palm Beach, FL 33416-4605

/s/Andrew Spivack

Andrew Spivack, MD Fed. Dist. No. 21497
Ryan Srik, MD Fed. Dist. No. 30811
M. Christine Maggard, MD Fed. Dist. No. 31067
Attorney for Creditor
BROCK & SCOTT, PLLC
3825 Forrestgate Drive
Winston Salem, NC 27103
Telephone: (844) 856-6646
Facsimile: (704) 369-0760
E-Mail: MDBKR@brockandscott.com